UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

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DYNAMIC MACHINE WORKS, INC., Plaintiff,

v.

CIVIL ACTION

NO. 04-10525-WGY

MACHINE & ELECTRICAL CONSULTANTS, INC.,

Defendant.

JUDGMENT

YOUNG, C.J. October 5, 2005

In light of the opinion of the Supreme Judicial Court of Massachusetts in Dynamic Machine Works, Inc. v. Machine & Elec. Consultants, Inc., 444 Mass. 768 (2005) (Cordy, J.), this Court now rules "that Dynamic properly and timely revoked its December 9, 2003 letter, thus rendering Machine liable for breach of contract." Dynamic Machine Works, Inc. v. Machine & Elec. Consultants, Inc., 342 F. Supp. 2d 83, 92 (D. Mass. 2004).

This case is reopened and judgment on the breach of contract claim is entered in favor of Dynamic Machine. This Court rules, as it had previously declared, that "[t]here is no persuasive evidence of a chapter 93A violation and Dynamic is not entitled to recover punitive damages . . . . " Id.

SO ORDERED.